



**CLINTON CITY COUNCIL
COMMITTEE OF THE WHOLE**

December 8, 2015

CITY HALL COUNCIL CHAMBER

ROLL CALL:

1. Referrals from the Planning Commission:

a. Rezoning Application (former Washington Middle School site & current Jefferson Elementary School) – Jacob Couppee

2. Discussion of School Resource Officer Agreement – Kevin Gyrion

3. Results of Budget Prioritization – Anita Dalton

4. Future of Armstrong Curtis Tennis Center- Gregg Ohren

5. Mayor & Council Member Updates

Committee of the Whole Summary Sheet

December 8, 2015

1a. Rezoning of Washington Middle School

The owners of the old Washington Middle School, Washington LLC, have applied for a rezoning of the property to R4 to allow for the proposed renovation into senior housing units. The Planning Commission did recommend this rezoning to occur.

ACTION REQUESTED

To move forward to the next Council meeting to set a public hearing

2. School Resource Officer Agreement

Council member Determann requested that this item be on the Committee of the whole for discussion. The current agreement ends on July 31, 2016, and will terminate at that time if no other actions occur. Staff is recommending the amended agreement for 2 officers be continued.

ACTION REQUESTED

To direct staff to negotiate a new contract with the Clinton Community School District

3. Results of Budget Prioritization

This was an activity from the Pre-Budget Workshop, and the purpose of this item is to show the Council the results. The budget process will dictate what items can be focused on.

ACTION REQUESTED

No action requested.

4. Tennis Center

The City has been approached about the ownership and use of the Tennis Center located at S. 3rd Street and 4th Avenue South by the Armstrong Curtis Foundation. Current restrictions allow this only to be used for tennis, but if this restriction was lifted, this could be a useful asset to the Parks and Recreation Department. Staff is looking for direction on whether more time should be dedicated to this research and discussions or if the Council is not interested.

ACTION REQUESTED

To direct staff to work with the Armstrong Curtis Foundation on the potential uses of the Tennis Center and bring back further info to a future COW.

REZONING APPLICATION

Applicant's name: The Washington, LLC
Address: 1101 W. 9th Street, Davenport, IA 52804

Phone no. _____ Fax no. _____
Email: _____

Name of property owner: The Washington, LLC
Address of property owner: 1101 W. 9th Street, Davenport, IA 52804

Phone no. _____ Fax no. _____
Email _____

Name of contact person: Brett R. Marshall
Address of contact person: 220 N. Main Street, Suite 600, Davenport, IA 52801

Phone no.: (563) 333-6630 Fax no.: (563) 324-1616
Email bmarshall@l-wlaw.com


Owner's signature / Attorney

November 10, 2015
Date

Developer's/option holder's signature

Date

FOR OFFICE USE ONLY:

Documents to be submitted with this application:

Site development plan

Received by _____

Date _____

Filing fee:

\$350.00 (non refundable)

Date paid _____

Received by _____

Title _____

ADDENDUM TO REZONING APPLICATION

Existing Zoning Classification: "R-1C" One Family Residential

Proposed Zoning Classification: "R-4" Multi-Family Dwelling

Complete Legal Description: see attached

List of all Proposed Land Uses: 50 unit senior apartment community (age 55+)

Proposed Construction Schedule: commencing summer 2016 and ending summer 2017

Site Development Plan: see Overall Conceptual Plan attached

LEGAL DESCRIPTION:

A PART OF BLOCK 1 AND BLOCK 2 IN LAMBERTSON'S SUBDIVISION AND ALSO A PART OF BLOCK 3 IN CURTIS & LESLIE'S ADDITION, ALL WITHIN THE CITY OF CLINTON, CLINTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS; BEGINNING AT THE NORTHEAST CORNER OF LOT 1, IN SAID BLOCK 1, LAMBERTSON'S ADDITION, THENCE SOUTH 00°05'05" WEST, ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 160.00 FEET TO THE NORTHEAST CORNER OF LOT 24 OF SAID BLOCK 1, LAMBERTSON'S SUBDIVISION; THENCE NORTH 89°58'35" WEST, ALONG THE NORTH LINE OF SAID LOT 24 AND ITS WESTERLY EXTENSION, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°01'09" WEST, A DISTANCE OF 38.16 FEET; THENCE NORTH 89°45'45" WEST, A DISTANCE OF 251.92 FEET; THENCE SOUTH 47°29'38" WEST, A DISTANCE OF 64.69 FEET; THENCE SOUTH 00°00'14" EAST, A DISTANCE OF 129.10 FEET TO A POINT 20 FEET SOUTH OF THE CENTERLINE OF VACATED 3RD AVENUE SOUTH; THENCE NORTH 89°59'14" WEST, PARALLEL TO AND 20 FEET SOUTHERLY DISTANT FROM THE SAID CENTERLINE OF VACATED 3RD AVENUE SOUTH, A DISTANCE OF 302.91 FEET TO THE EAST LINE OF SOUTH 8TH STREET; THENCE NORTH 00°02'50" WEST, ALONG THE SAID EAST LINE OF SOUTH 8TH STREET, A DISTANCE OF 70.00 FEET TO THE NORTH LINE OF 3RD AVENUE SOUTH; THENCE NORTH 89°52'42" WEST, ALONG THE SAID NORTH LINE OF 3RD AVENUE SOUTH, A DISTANCE OF 117.56 FEET TO THE SOUTHWEST CORNER OF LOT 1, OF SAID BLOCK 3 OF CURTIS & LESLIE'S ADDITION; THENCE NORTH 00°15'01" EAST, ALONG THE SAID WEST LINE OF LOT 1, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°58'35" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°02'50" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 14, IN SAID BLOCK 3 OF CURTIS & LESLIE'S ADDITION; THENCE NORTH 89°58'35" WEST, ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 00°15'01" EAST, ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°59'14" EAST, ALONG THE SOUTH LINE OF 2ND AVENUE SOUTH, A DISTANCE OF 839.07 FEET TO THE POINT OF BEGINNING. SUBJECT, HOWEVER, TO AN EASEMENT TO CLINTON COMMUNITY SCHOOL DISTRICT OVER THE SOUTHERLY 11' OF THE VACATED ALLEY IMMEDIATELY NORTH AND ADJACENT TO LOTS 23 AND 24 IN BLOCK 1 OF LAMBERTSON'S SUBDIVISION AND ANY OTHER EASEMENTS OF RECORD.



1st AVE

N BLUFF BLVD

2nd AVE S

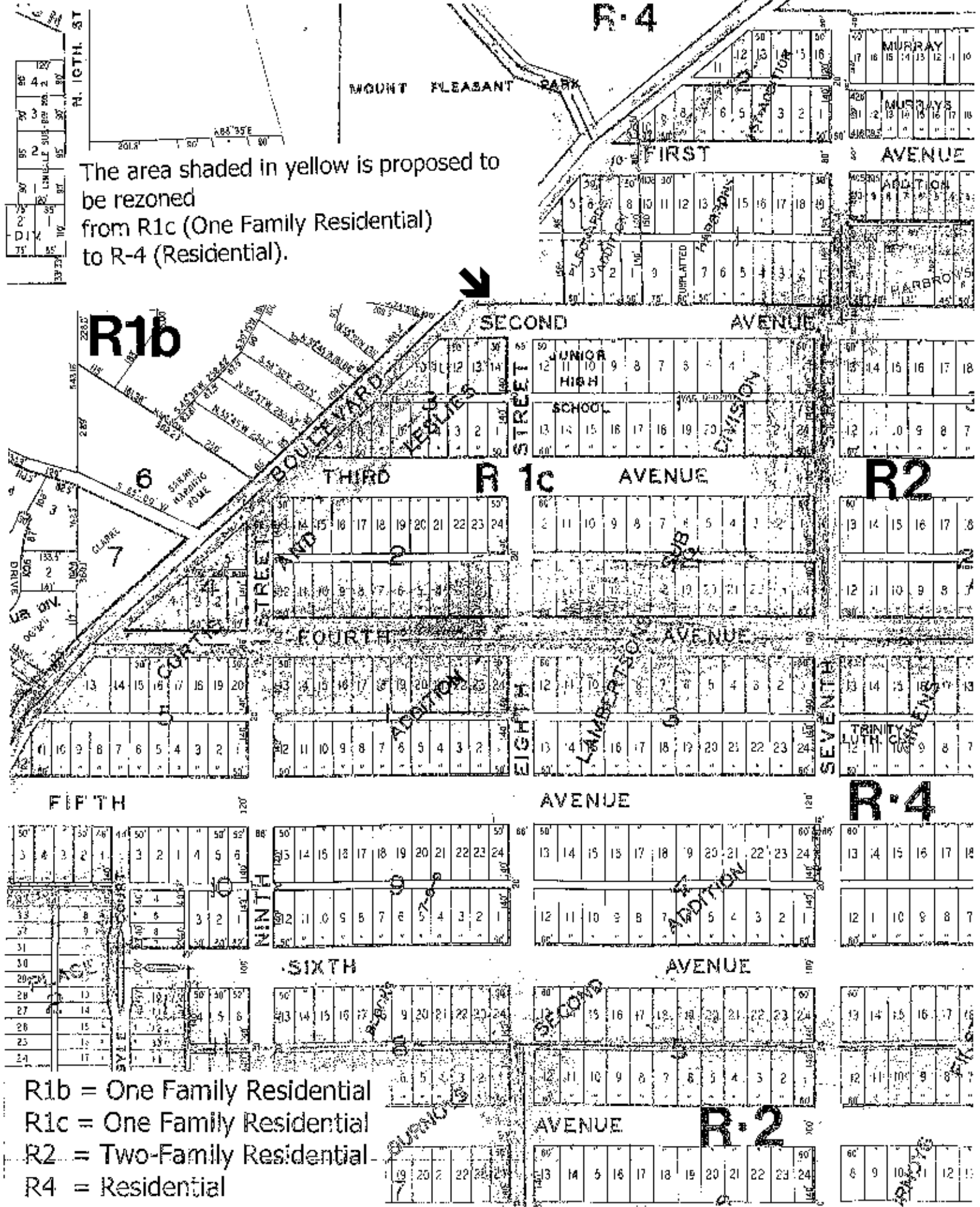
3rd AVE S

S 7th ST

4th AVE S

S 8th ST

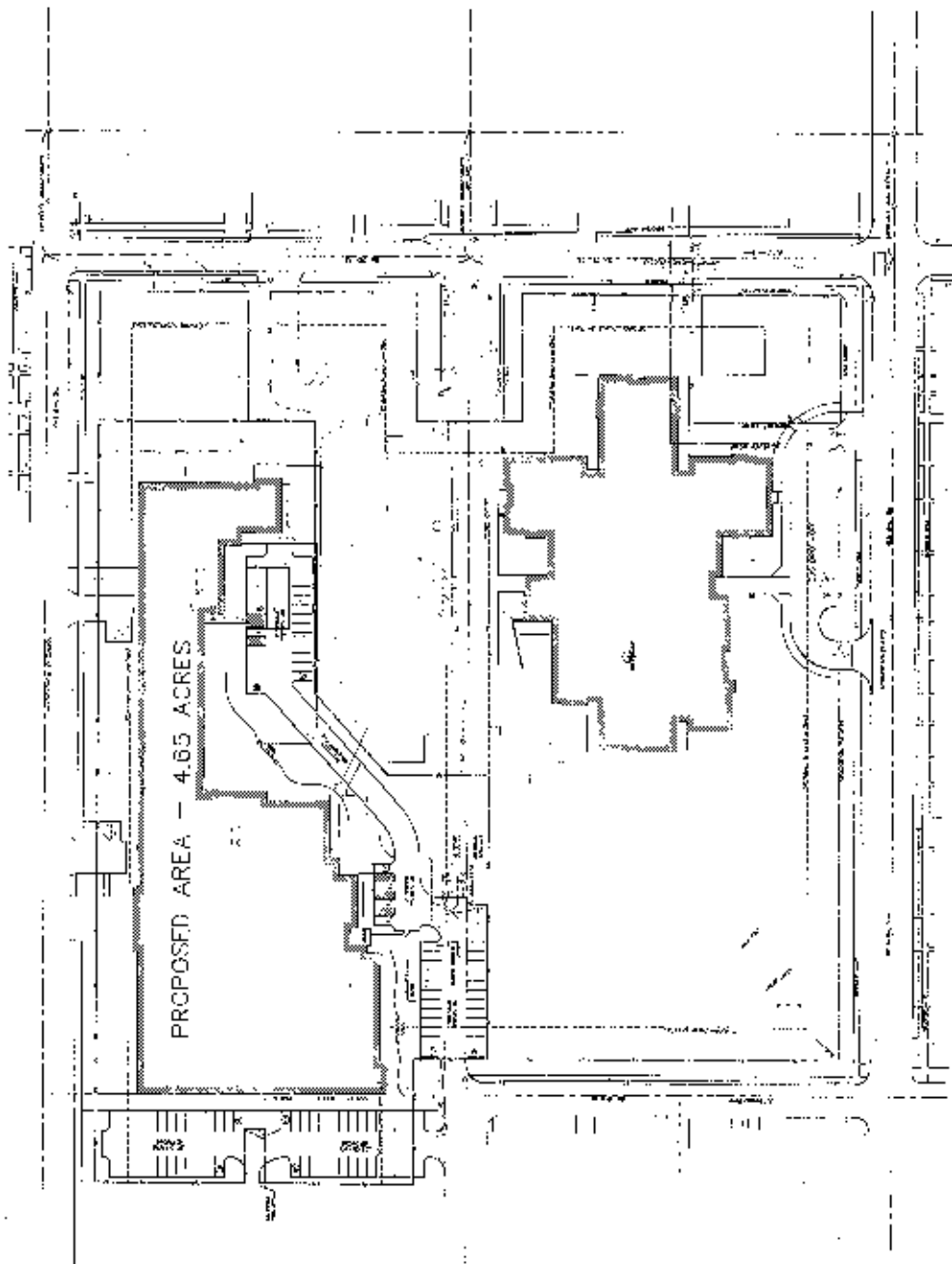
5th AVE S



The area shaded in yellow is proposed to be rezoned from R1c (One Family Residential) to R-4 (Residential).

- R1b = One Family Residential
- R1c = One Family Residential
- R2 = Two-Family Residential
- R4 = Residential

OVERALL CONCEPTUAL PLAN
 OF
 PARKING LOTS
 @ OLD CLINTON SCHOOL
 CLINTON, IOWA



DATE	DESCRIPTION
05/14/85	PRELIMINARY PLAN
07/14/85	FINAL PLAN

Landmark
 ENGINEERING GROUP, INC.
 1000 WEST 15TH STREET
 CLINTON, IOWA 52601
 PHONE 319-251-1111
 FAX 319-251-1112



OVERALL CONCEPTUAL PLAN - PARKING LOTS
 OLD CLINTON SCHOOL
 CLINTON, IOWA

DATE: 05/14/85
 SCALE: 1" = 40'

**CITY OF CLINTON, IOWA
PLAN COMMISSION
STAFF REPORT**

Meeting date: December 2nd, 2015
Agenda item: Rezone of land; Washington Middle School
Applicant:

GENERAL INFORMATION:

REQUEST: To rezone blocks 1 and 2, Lamberton's Subdivision AND Lots 1 and 14 of block 3, Curtis & Leslie's Addition, From R-1c Single-Family Residential to R-4 Multi-Family Residential.

EXISTING ZONING/LAND USE: R-1c/Institutional Land Use

PROPERTY SIZE: 12.5 Acres

PROPERTY USE: Former Washington Middle School site and Current Jefferson Elementary School

ADJACENT ZONING/LAND USES: R-4 Multi-Family, R-2 Two-Family, R-1c Single Family zones/Residential land uses.

ANALYSIS:

The true area in question is the former Washington Middle and Jefferson Elementary buildings. The proposed reason for the rezone request is an adaptive reuse project converting the former school into a senior apartment complex. However, given the position of the property related to area zones, a simple rezone of just the Washington property could be constituted as a spot zone. According to a decision of the Iowa Supreme Court, "Spot Zoning results when the restrictions on the use of a small island of property is different from those restrictions imposed on the surrounding property." In determining whether there is a reasonable basis for spot zoning, the Iowa Supreme Court considers whether the rezoning is consistent with the comprehensive plan, the size of the spot zoned, the uses of the surrounding property, the changing conditions of the area, the use of which the subject property has been put and its suitability and adaptability for various uses. Almost exactly the same requirements the Plan Commission must consider when making their recommendations.

LAND USE COMPATIBILITY –

Because the future land use map indicates this area as an Institutional use, it is difficult to prove an intended use of any kind beyond that. Furthermore, if we were to utilize neighboring uses as an indication to hypothesize a future use intention of the site all points lean to low-density residential. From a future land use perspective, the rezone does not make sense.

CHARACTERISTIC OF THE GENERAL AREA? –

However, other ways to see the property are from an existing land use perspective and through the characteristics of the general area. Washington Middle School was built in 1935, and has remained a school until 2014—79 years. Meanwhile, in the neighborhood itself, the average building age of the housing (within the 200 ft impacted rezone area) is about 1918—just 17 years older than the school. It can therefore be assumed that the school is a characteristic of the neighborhood and thus continued operation of the building as an institution or similar use is compatible with changing conditions.

NEIGHBORHOOD COMPATIBILITY AND SUITABILITY –

The Washington school site has been a mainstay in the neighborhood since nearly the development of the neighborhood. Therefore it is easy to say any use that respects the intent of the neighborhood, utilizes the existing building, and does not disrupt the day to day operations of the neighborhood—perhaps in this case even reducing infrastructure burdens at peak times of the day—the project and the request are very compatible. Because the property is also a former school, converting a facility such as this into apartments is considered commonplace nationwide. Infrastructure currently on the site and surrounding the site are more than adequate for the project. It is safe to say the project site is suitable and—in this staff members professional opinion—ideal for the proposed project.

Ultimately, because of the issue of land use compatibility, the request being brought forward is to rezone both the Washington Middle School property AND the property of the recently constructed Jefferson Elementary school. The justification being that by rezoning both properties we are creating an extension of an existing zone whose border is located at 4th Ave South—the southern border of the Jefferson Elementary property. Effectively, this would eliminate the potential accusation of a spot zone, allow an adaptive reuse of existing property (a goal of the City's Comprehensive Plan), and even create a long-term option for the Jefferson school should conditions change 75 years from now and a similar project or situation presents itself for Jefferson.

CODE ENFORCEMENT ANALYSIS:

Goals of the Comprehensive Plan that apply to this recommendation.

Housing – Promote the preservation, rehabilitation, and investment in our city housing stock and neighborhoods.

- i. Encourage a range of affordable, accessible, and decent, safe and sanitary rental housing options throughout the city.
- iii. Promote recycling existing, vacant or under-utilized structures, such as schools, industrial buildings, into housing with an affordable component, where appropriate.

Land Use and Zoning – Encourage redevelopment opportunities to revitalize unused property.

- i. Encourage redevelopment or adaptive reuse of vacant or underutilized buildings and sites.
- ii. Promote Infill development
- iv. Encourage reinvestment in our existing neighborhoods (i.e., smart growth)

10 Smart Planning Principles

Revitalization; Facilitate the redevelopment and or reuse of established town centers and neighborhoods by promoting development that conserves land, protects historic resources, promotes pedestrian accessibility and integrated mixed uses of properties. Redevelopment and reuse of existing sites, structures and infrastructure is preferred over new construction in under developed areas.

Housing Diversity; Promote a multitude of housing types, styles, and price ranges. Look at areas where rehabilitation might be a good fit and identify new housing developments close to existing transportation and employment centers.

STANDARDS AND CRITERIA:

STANDARD	CONSISTENT	INCONSISTENT
1. Relationship to future land use plans		X
2. A characteristic of the general area including any changing conditions	X	
3. Effect on and compatibility with the neighborhood	X	
4. The suitability of the property for all uses permitted in the proposed district	X	
5. Adequacy of streets and utilities	X	


SUMMARY AND RECOMMENDATION:

It is the recommendation of this staff person that the City Plan Commission APPROVE the rezone blocks 1 and 2, Lamberton's Subdivision AND Lots 1 and 14 of block 3, Curtis & Leslie's Addition, From R-1c Single-Family Residential to R-4 Multi-Family Residential for the purpose of allowing the adaptive reuse of the former Washington Middle School site.

Basis for Approval: The project fits ideally into the existing uses of the property, the goals of the Comprehensive Plan, and the changing conditions of the neighborhood and the community.

Conditions of Approval: Adding a rezone of the Jefferson property is a concept that will add a proactive approach to development in the distant future, avoid any potential accusations of spot zoning, and do so in a manner that offers no short term impacts of any kind on existing operations of the property. It is strongly preferred and recommended by City Staff that the Clinton Community School District approve the city's request to include the Jefferson property in the rezone process, as it would ease the ability to move forward with the Washington project, and for the reasons previously mentioned.

Prepared by:

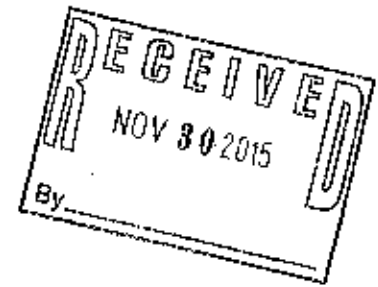


Jacob T. Couppee, Part-Time Planning Specialist

To Engineering Department 11/27/15

City Council

Rezoning request on Washington School
and new Jefferson School area.



I am against any rezoning of this area.

It was to be R-1C when originally platted and should remain the same.

There are many other options for R-4 zoning builders to choose from. This only happens here as they are looking for outside grants and then T.I.F. and tax abatement programs as us already paying PROPERTY TAXES are left with empty houses. If there is a need- the builders will find a location

The population has dropped over 15% in past 30 years yet applications for multifamily and additional housing has risen. I have a home across street from this proposal that current tenant could possibly leave me due to no longer being in R-1 area. The city seems to give in whenever an outsider comes along with an idea to save our city with the current TAX PAYERS paying the price.

The forefathers had it correct as R-1 and it should remain the same.

Check out the vacancy rate around town and then tell me that we need more housing.

The vacant houses are still having to pay TAXES whether they are full or not.

Let's have a robust economy with housing full of TAX paying citizens in areas already in correctly zoned areas.

p.s. I see vacancies for senior citizens all over the city of Clinton.

Joe Carstensen; Property owner 733 4th Ave. S. Clinton, Iowa

Joe Carstensen 563-357-2091 802 N. 2nd ST. CLINTON

Item #2



CLINTON POLICE DEPARTMENT

Kevin F. Gyrion
Chief of Police

Resolution No. 2013-379 approving School Resource Officer Program 28E agreement with Clinton Community School District will expire July 31, 2016. The City of Clinton must determine if they wish to negotiate a new contract to continue the SRO program in the City of Clinton.

BACKGROUND

In the Fall of 1995 the School Resource Officer program began under the funding by a Department of Justice (DOJ) Community Oriented Policing (COPs) grant. From 1995 to 1998 we received \$100,000 per year from the DOJ to fund 2 SRO's. One in Washington Middle School and one in Lyons Middle School.

in 1996 we added one at CHS and one at Elementary schools

The funds continued from 1998 through 2002. The \$100,000 was taken off the top and the remaining costs were split evenly between the CCSD and the City of Clinton.

In 2002 the COP's grant ended and we reduced from 4 SRO's to 3 SRO's and they were funded 1/2 by the City and 1/2 by the Clinton Community School District. In 2015 The City and CCSD agreed to reduce one more SRO position. As a result there is one SRO at CHS and one SRO at CMS. Currently, the two remaining SRO's share responsibilities for the remaining four elementary schools.

BUDGET IMPACT

Based on wages of existing SRO's for FY 2017, the City would lose approximately \$110,000 in reimbursement from CCSD.

RECOMMENDATION

The Clinton Police Department supports the continuation of the School Resource Officer (SRO) program and a new 28E agreement between the City of Clinton and the Clinton Community School District (CCSD)

Currently the City of Clinton is receiving approximately \$110,000 from CCSD per year for officers responsible for safety and welfare of approximately 4000 citizens during the school day. At any time a SRO is needed outside the school district for emergency situations in the City, they respond at a moment's notice. Regardless of the SRO program, officers must still respond to calls for service to the CCSD. We currently have a partnership where two SRO's can be utilized to focus their duties to not only enforce laws and take reports of crime but to also build relationships with students, staff, parents and community resources. The relationships built by the SRO program are designed to reduce crime and find solutions to social problems that affect all of us. Our goal is to create relationships with young and impressionable individuals in hopes they become productive citizens. The SRO program allows CPD to contribute to the education of a child in hopes of not having to correct them as an adult.

When the City of Clinton and the CCSD had a vision of an SRO program in 1994, they had three long term goals;

1. Education is the responsibility of a collaborative community effort using all of its resources to effectively meet each individual's needs.
2. Learning takes place best in a safe and healthy environment.
3. We will never allow our students and staff to work in an unsafe environment.

Phone: 563-243-1455
Fax: 563-243-8088

www.ci.clinton.Ia.us

113 6th Avenue South
P.O. Box 1903
Clinton, Iowa 52733-1903

RESOLUTION NO. 2013-379

**RESOLUTION APPROVING SCHOOL RESOURCE OFFICER PROGRAM 28E
AGREEMENT WITH CLINTON COMMUNITY SCHOOL DISTRICT**

WHEREAS, the Clinton Community School District and the City of Clinton, Iowa have agreed to terms for a School Resource Officer Program which will enable the School District and local law enforcement authorities to deal with circumstances where immediate law enforcement intervention is necessary and to deal with other law enforcement related issues such as truancy and its prevention, delinquency and its prevention, school rule violation and its prevention, and other similar issues, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA, that the attached agreement for a School Resource Officer Program with Clinton Community School District is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute this resolution and sign said agreement on behalf of the City of Clinton, Iowa.


MAYOR

ATTEST:

CITY CLERK

ADOPTED: August 13, 2013

Prepared by: Jerry D. Van Scoy, Van Scoy & Kross, P.C., 410 South 2nd Street, Clinton, IA 52732; (563) 242-2827
Return Document to: Jerry D. Van Scoy, Van Scoy & Kross, P.C., 410 South 2nd Street, Clinton, IA 52732
Address Tax Statement:

AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is made and entered into as of the 1st day of August, 2013, by and between the Clinton Community School District in the County of Clinton, State of Iowa ("District"), an Iowa school corporation and the City of Clinton, Iowa ("City"), an Iowa municipal corporation:

ARTICLE I: AUTHORITY

Section 1. Authority for Joint Agreement. This Agreement for School Resource Officers is executed pursuant to Chapter 28E of the Code of Iowa.

This Agreement is between two public agencies and a separate entity for administration of the Agreement will not be created.

This Agreement shall be filed in the Office of the Secretary of State.

ARTICLE II: PURPOSE

Section 1. Purpose. The purpose of this Agreement is to establish a working relationship between the school district and local law enforcement authorities in order to deal with circumstances where immediate law enforcement intervention is necessary and to deal with other law enforcement related issues such as truancy and its prevention, delinquency and its prevention, school rule violation and its prevention, and similar issues. This Agreement is also designed to enhance the relationship between the school, law enforcement, students, parents, and the community by creating a resource and advocacy team and establish a liaison between the school district and its staff, law enforcement authorities, and various service providers to deal with issues common to the District and law enforcement.

ARTICLE III: ADMINISTRATION

Section 1. Collaborative Administration. The Superintendent of Schools or designee and the Chief of Police or designee shall collaborate on administering and implementing this Agreement.

Section 2. Finance/Budget. Funding for the school resource officer program shall be established through a combined effort by the District and the City.

The budget process shall be completed and funding shall be approved by the District and the City by January 15 of each year that this Agreement is in effect and shall incorporate grant funding, if any, that is available to the District and the City.

The manner of funding the school resource officer program and implementing the budget established under this Agreement shall be as follows:

- A. Funding through grants available to the District or to the City shall be applied towards the amount collaboratively budgeted for the program.
- B. The remaining budgeted amount after applying grants shall be funded equally by the District and the City.
- C. The District shall reimburse the City monthly for the District's share of the SRO Program expenses.

Section 3. Duration.

- A. Term. Unless sooner terminated in accordance with this Agreement, this Agreement shall commence on August 1, 2013, and end on July 31, 2016.
- B. Renewal. This Agreement may be renewed by an appropriate extension agreement duly executed by both parties. The District and the City agree to meet and confer regarding extension of this Agreement by January 2016, in order to allow sufficient time to complete grant applications and the budget process for an extension that may be agreed upon.
- C. Termination. This Agreement may be terminated as follows:
 - (1) upon expiration of the term set forth above or any extension thereof.

- (2) upon default or failure of a party to comply with the terms and provisions of this Agreement; provided, however, before any such termination, the party wishing to terminate this Agreement shall give the other party a written notice specifying the default or defaults and stating that this Agreement will be canceled and terminated within 120 days after the giving of such notice, unless such default or defaults are remedied within such 120-day period.

Section 4. Selection of School Resource Officers. School Resource Officers ("SROs") will be selected as follows:

- A. Three full-time SROs will be selected and assigned under this Agreement.
- B. All SROs will be sworn Clinton police officers certified by the Iowa Law Enforcement Academy and:
 - (i) have a minimum of three years' law enforcement experience
 - (ii) have working knowledge of child welfare and juvenile justice system
 - (iii) have working knowledge of community human services
 - (iv) having a BA degree in related field(s) is desirable.
- C. The Chief of Police or designee of City will select proposed police officers for SRO assignment in consultation with and subject to the approval of the Superintendent of Schools or the Superintendent's designee. The Superintendent or designee shall be permitted to participate in applicant interviews and other phases of the selection process.
- D. SROs shall perform duties as such for a minimum assignment period of three years, unless reassigned as provided later in this Article III. Both parties agree that the minimum period of SRO assignment is necessary to maximize the benefits of the program by recouping the investment in training, and gaining the benefits of experience and establishment of relationships.
- E. During the first year that an SRO is assigned to perform duties under this Agreement, he or she will successfully complete the National Association of School Resource Officers Training Program.

Section 5. Reassignment of SROs. SROs may be reassigned as follows:

- A. During the first 90 days that an SRO is assigned to work under this Agreement, the District, the City, or the SRO may request reassignment to a different position in the police department. Under this circumstance, a replacement SRO shall be obtained pursuant to this Agreement.
- B. In the event the District believes an SRO is not effectively performing his or her duties and responsibilities under this Agreement, the Superintendent or designee and Chief of Police or designee shall informally consult and take appropriate actions in an effort to resolve identified performance deficiencies. If the matter is not resolved by informal action, the Superintendent or designee shall formally seek Board approval to request the removal of an SRO. If the Board approves, a written request stating the reasons for the requested removal shall be provided to the City pursuant to Article V, Section 5. In the event of a request for removal, the Superintendent and District representatives shall meet with the Chief of Police, the SRO, and other City representatives in an effort to mediate or resolve the issue. If within a reasonable time after commencing such mediation, the issue is not resolved, the SRO shall be removed from the program at school and a replacement shall be obtained pursuant to this Agreement.
- C. In the event the City believes an SRO is not effectively performing law enforcement functions under this Agreement, the Chief of Police or designee and the Superintendent or designee shall informally consult in an effort to allow the City to resolve the identified law enforcement performance deficiencies. If the matter is not resolved by informal action, the Chief of Police may reassign and remove an SRO from the program at school and a replacement shall be obtained pursuant to this Agreement.
- D. If an SRO is promoted during the course of an assignment to perform duties under this Agreement, the Chief of Police after consultation with the Superintendent may reassign the promoted SRO provided the City makes a good faith effort to implement the reassignment at the completion of the school year in progress at the time of the promotion. In the event of reassignment of a promoted SRO, a replacement shall be obtained pursuant to this Agreement.

- E. In the event of a vacancy in an SRO position or in the case of a long-term absence, a replacement shall be selected according to this Agreement taking into account the particular reasons that a vacancy has occurred.

Section 6. District Evaluation of SROs. The Superintendent or designee may evaluate each SRO's performance of school-related duties under this Agreement and provide the Chief of Police with a written evaluation on or before March 15th. The District's evaluation may be utilized by the Chief of Police or designee for use in a comprehensive evaluation of an SRO's performance.

Section 7. City Employees. The City will employ three police officers as its full-time employees to serve as school resource officers under this Agreement. The employment agreement between the City and the SROs shall contain a provision that the SROs will perform services in accordance with this Agreement and shall contain no provision inconsistent with this Agreement.

Section 8. Job Description. The job description attached to this Agreement as Exhibit "A" as it shall from time to time be modified by the District and the City shall be utilized by the City in establishing the employer/employee relationship with the school resource officers and shall define the SROs' responsibilities and duties under this Agreement.

Section 9. Overtime Work and Pay. The Superintendent or designee and Chief of Police or designee shall consult and agree on assignments which result in SROs working overtime. If the overtime hours result from the performance of SRO duties, overtime compensation shall be paid equally by the District and the City. Overtime hours resulting from law enforcement services unrelated to those provided under this Agreement shall be paid solely by the City.

Section 10. Assignment of Duties, Hours, and Locations of Work. The Superintendent or designee and Chief of Police or designee shall develop a work schedule for SROs detailing the locations of work, hours of work at various locations, and duties to be performed at various locations. Such assignment shall take into account school holidays, vacations, and times when school is not in session.

It is preferred that SRO vacation time will be taken during school vacations, holidays, or times when school is not in session. SRO vacation time may be allowed when school is in session only after consultation between the Chief of Police or designee and the Superintendent of Schools or designee. The consultation shall be for the purpose of attempting to minimize the effect of the SRO's absence.

Section 11. Law Enforcement Functions. The District and City acknowledge and agree that school resource officers will from time to time perform duties and responsibilities which are strictly law enforcement in nature. In such instances, the school resource officer and the City shall be solely responsible for the means and methods of performing and implementing such law enforcement functions.

Section 12. Confidentiality. The parties acknowledge that SROs will from time to time acquire confidential information concerning the District, students, and others. It is agreed that such information or records shall be kept confidential by the SROs in accordance with school policy and practices, federal, state and local laws.

ARTICLE IV: INSURANCE

Section 1. Worker's Compensation Insurance. The City acknowledges that all services performed by SROs under this Agreement will be as City employees. The SROs will be sworn police officers who will be members of the statewide retirement system for police officers pursuant to Chapter 411 of the Code of Iowa (2013). Coverage for all claims for injury or death to said police officers arising from the performance of SRO services under this Agreement will be provided by the police retirement system under Chapter 411 and state and federal guidelines for line of duty death.

Section 2. Liability and Other Insurance. The City agrees to provide liability and all other appropriate insurance coverage for the City and the City's employees to cover claims for damage to property or for personal injury, including death, made by any person that may arise from the performance of SRO duties by the City and its employees under this Agreement. The City will not provide liability coverage or other insurance coverage for the District and its employees.

Section 3. Indemnification. The City shall indemnify the District against all liability, loss, or claims or actions based on or arising out of damage or injury, including death, to persons or property caused solely by the City or its employees in performance of SRO duties under this Agreement.

The City shall also indemnify the District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the SROs employed by the City to provide SRO services under this Agreement.

ARTICLE V: MISCELLANEOUS PROVISIONS

Section 1. Entirety of Agreement and Modification. This Agreement contains the entire agreement between the parties. None of the terms and provisions of this Agreement shall in any manner be modified, waived, or abandoned except by a written instrument duly signed by the parties.

Section 2. Governing Law. This Agreement shall be construed under the laws of the State of Iowa.

Section 3. Binding Effect. This Agreement shall extend to and be binding upon the parties, their respective successors and assigns.

Section 4. Rights Cumulative. Various rights, powers, options, elections, and remedies of either party provided for in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law and this Agreement shall in no way affect or impair the ability of either party to pursue any other equitable or legal remedy to which either party may be entitled so long as any default remains in any manner unremedied, unsatisfied, or undischarged.

Section 5. Notices and Demands. Notices as provided for in this Agreement shall be given to the respective parties at the following addresses:

Clinton Community School District:

Superintendent of Schools
Clinton Community School District
1401 12th Avenue North
Clinton, IA 52732

City of Clinton, Iowa:

Chief of Police
Clinton Police Department
113 6th Avenue South
Clinton, IA 52732

unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, notice shall be deemed given under the terms of this Agreement when

sent by certified mail, return receipt requested. Mailed notice shall be deemed given upon proper mailing. In addition, notice may be given by the manner of serving original notices.

Section 6. Waiver. Except as specifically provided for in a waiver signed by an authorized representative of the parties, failure by any party at any time to require performance by the other or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

Section 7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

Section 8. Authorization. The parties represent and warrant to the other that they have the authority to enter into and perform the obligations under this Agreement and that the requisite actions to approve the execution and performance of this Agreement have been undertaken and that this Agreement constitutes a binding obligation according to its terms on each of them.

Clinton Community School District in the
County of Clinton, State of Iowa

By: _____

President

City of Clinton, Iowa

By: _____

Mayor

Attest: City Clerk

**JOB DESCRIPTION FOR SCHOOL RESOURCE OFFICER
PURSUANT TO AGREEMENT BETWEEN THE CLINTON COMMUNITY
SCHOOL DISTRICT AND THE CITY OF CLINTON, IOWA**

PERFORMANCE RESPONSIBILITIES:

1. Act as liaison between the law enforcement community and
 - School administration
 - Teachers
 - Department of Human Services
 - County Attorney
 - Lutheran Social Services
 - New Directions
 - Other Intervention, Counseling and Health Care Services
 - Parents
 - Juvenile Court Services
 - Area Education Association
 - Women's Health Services
 - Mental Health Center
 - Court System
2. Member of the prevention/intervention strategies team.
3. Inform appropriate school officials and staff of current police involvement with students and/or students' families.
4. Investigate all cases involving students as victims or suspects in criminal activity except cases normally handled by a specialized unit.
5. Perform preventive patrol for students en route to or from school.
6. Take appropriate action for on-sight occurrences including but not limited to:
 - Fights
 - Vandalism
 - Theft
 - Motor Vehicle Accidents
 - Traffic Violations
 - Disorderly Conduct
 - Narcotics Offenses
 - Weapons Violations
 - Unauthorized Persons on School Property
 - Other Occurrences as Appropriate
7. Serve as truancy officer to assist in the prevention and processing of truants.
8. Interact with Operations, Services, and Criminal Investigations Divisions on matters of mutual concern including but not limited to:

EXHIBIT "A"

Indecent Exposures
Gang Activity
Traffic Hazards

Sex Offenses
Suspicious Persons
Other matters as appropriate

9. Attend school staff meetings and training as appropriate.
10. Act as resource person to school staff and students and provide short-term programs on law enforcement or public safety related topics.
11. Attend school-sponsored extra-curricular activities such as:
 - Sporting Events
 - Concerts
 - Field Trips
 - Dances
 - Assemblies
 - Others
12. Interact with students to promote and reinforce basic life skills, self control, and accountability in areas of:
 - Resolving conflict without violence
 - Problem solving
 - Peer pressure
 - Interpersonal skills
13. Have working knowledge of School Board policies, Administrative Regulations, and Student Handbook.
14. Other:
 - A. Hours and workdays will be determined by building schedule and extra-curricular activities.
 - B. School administrators shall be involved in selection of SROs.
15. Perform such other duties as are from time to time assigned by the School District and the Police Department.
16. Be familiar with police case information pertaining to schools, students, and the neighborhood surrounding school campuses.

17. The SRO will encourage individual and group discussions about law enforcement related matters with students, faculty, and parents.
18. Whenever possible and within budgetary constraints, the SRO will attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions. The SRO will attend meetings of the District's Board of Directors when requested to do so.
19. The SRO shall not utilize his/her position for personal advancement or preference and shall conduct himself/herself in such a manner to bring credit to the Clinton Police Department and District.
20. The SRO and school personnel shall confer when appropriate to develop plans and strategies to provide for counseling of at risk students and those students who present a problem.
21. The SRO shall assist school personnel in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
22. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the District aware of such action. At the Superintendent or designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school-related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the District before requesting additional police assistance on campus.
23. The SRO will be available for conferences with students, parents, and faculty members in order to assist them with problems with law enforcement or in matters of crime prevention.
24. Information obtained during SRO activities shall be kept confidential in accordance with federal, state, and local laws.
25. When necessary, the SRO shall give assistance to other police officers in matters regarding his/her school assignment. However, the SRO will not be available to conduct investigations extraneous to his/her assigned SRO responsibilities or those of school activities when the SRO's presence is needed elsewhere for the sake of

convenience or expediency without prior approval from the Superintendent or designee.

26. By mutual agreement between the Superintendent or designee and the Chief of Police or designee, the SRO will, in accordance with established overtime procedures, as limited by the overtime budget, participate in and/or attend school functions.
27. The SRO will become familiar with community agencies that offer assistance to youth and their families such as, mental health clinics, drug treatment centers and protective shelters. However, the SRO will make no referrals to such agencies without previous consultation with appropriate school administration.
28. Generally, the SROs will work in uniform attire and shall carry a regulation sidearm in accordance with Department Guidelines.
29. The SRO shall perform other duties as mutually agreed upon by the Superintendent or designee and the Chief of Police or designee so long as the performance of such duties is reasonably related to the SRO program.

END OF JOB DESCRIPTION

Item # 3



FINANCE DEPARTMENT

MEMORANDUM

To: Mayor Vulich and City Council
FROM: Anita Dalton, Finance Director
SUBJECT: FY17 Budget Priorities Ranking Results
DATE: December 4, 2015

Attached please find the results of the rankings sheets that were turned in this week, from the FY17 Pre-Budget Workshop. Thank you for completing these in time to get them on the COW agenda for December 8th.

This has been sorted by average ratings for the project/priorities that you were asked to rank. I have also included a second section that were write-ins by some of you, and included the number of people that included these, and what their particular rank was. I did not average these, as that would have skewed the results.

We will go over these at the Committee of the Whole.

Thank you~

Anita Dalton

Budget Priorities Rankings

Category	Project/Priority	Fund	Est Impact	Rank
Personnel	Police Staffing/COPS grant	GF	\$25,000	4
Organization	New Financial Software		\$150,000	5
Personnel	Assistant to the City Administrator	Multiple	\$48,692	8
Personnel	Grant Writer/Coordinator (Independent Contractor			9
Community	Ash Tree Removal/Treatment	RUTF/GF	\$100,000	9
Personnel	Engineering Technician III	RUTF		10
Personnel	Exempt Wage Increase	Multiple	\$69,306	10
Personnel	Street/Solid Waste Staffing	RUTF/SW	\$142,803	11
Community	Zoning Ordinance Update	GF	\$10,000	11
Organization	EMS Transfer Service Study	GF	\$20,000	11
Community	Parks Master Plan	GF	\$40,000	11
Personnel	Sewer Maintenance Worker	WPC	\$71,259	12
Organization	GIS Services Contract	GF/RUTF	\$20,000	13
Organization	Paperless Council Packets	Unknown		13
Organization	Public Safety Department Study	GF	\$20,000	14
Personnel	BNS Inspector	GF/Levy/WPC	\$81,026	14

Write-Ins

Community	Marketing Program for City of Clinton	GF	4 Scores =Avg 4.5
Community	End Assessors Position/Combine City with County	County	3 Scores - 20; 7; & 4
Personnel	End SRO program	GF	2 Scores of a 1
Community	Market & Sell all City property in South Clinton	GF	2 Scores of a 3
Community	Keep Demolition Budget @ \$300k yearly	GF	2 Scores - 8 & 6
Community	RailPark/ED Plan	RailPark	1 Score of a 1.
Community	Hold Tax Rate Between \$15.80 - \$16.00/1,000 TV	GF	1 Score of a 1
Community	Ask for Design Permit from DNR for Well at RailPark	RailPark	1 Score of a 2
Community	Payback County on RailPark	RailPark	1 Score of a 2
Personnel	Compare cost of a FT Attorney & Paralegal to LD	GF	1 Score of a 2
Finance	Compare cost of 12 sewer mailing to 4 w/coupons	Sewer Fund	1 Score of a 3
Community	Start Code Enforcement Dept (1BNS + 1JD)	GF	1 Score of a 4
Organization	IA-AM do Sewer Billing	Sewer Fund	1 Score of a 4
Finance	Develop a 5-year plan	GF	1 Score of a 5
Community	Downtown Master Plan	TIF	1 Score of a 5
Community	The parks problem should be a huge priority	GF	1 Score of an 11



MEMORANDUM

To: Mayor Mark Vulich and City Council Members, and Jessica Kinsor, City Administrator
From: Gregg Obren, Recreation Director
Date: December 3, 2015
Subj: Armstrong Curtis Indoor Tennis Facility

Recently, Josh Eggers and I had the opportunity to attend a site visit of the Indoor Tennis Court Facility with Dec Willoughby and Bob Holsinger from the Armstrong-Curtis Foundation, and Eric White from Ashford University. With the University deeding the property back to the Foundation, the Foundation has inquired whether the City has an interest in the future of the facility.

From a Parks & Recreation Department point of view, the current award-winning summer tennis program could match up nicely in provision of a year-round tennis program. Our existing program has been a member of the United States Tennis Association (USTA) since 1993 and has been a Tennis-In-The-Park Community since 2006. In 2001, we were the Missouri Valley USTA National Junior Tennis League (NJTL) Section of the year, we were a 2007 National USTA/NJTL Regional Rally Host Site, and in 2009 we were awarded the National USTA/NJTL Section of the Year. In this past summer's program, 160 participants took to the court which is a little above average for the past five years. On the national level, Director Obren is a USTA-NRPA Peer Advisor (National Recreation and Parks Association), and our tennis specialist Cindy Rasche, leading our program for over 30 years, was the 2010 National High School Athletic Coaches Association's National Coach of the Year.

The question before the Council is this: would the City Council like staff to continue to investigate the possibility of adding a new facility to the Parks and Recreation Department? At this time, we believe this property could be an asset to the Parks and Recreation system if the restriction for use as only a tennis facility were to be removed. If the Council would like staff to proceed a use analysis and estimates related to revenues and expenditures for the facility would be created and brought back to the Council at a future point.